

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to irrigate approximately 30 acres of the Delta Lake Park Grounds located at 28312 FM 88, 2 ½ miles North of Monte Alto, Edcouch, Texas through an Interlocal Cooperation Agreement to be entered into with the Delta Lake Irrigation District and Hidalgo County.

By vote on July 19 2011, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

Approved By Commissioners Court: July 19, 2011

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
DELTA LAKE IRRIGATION DISTRICT**

THIS AGREEMENT is made on this the 19th day of July, 2011 by and between **HIDALGO COUNTY, TEXAS** hereinafter referred to as “**County**” and **DELTA LAKE IRRIGATION DISTRICT**, hereinafter referred to as “**Irrigation District**”, pursuant to the provisions of the Texas Interlocal Cooperation Act (the “Act”), as follows:

WITNESSETH:

WHEREAS, County desires to irrigate the Delta Lake Park Grounds (the “Park”), a County park facility, with water purchased and supplied by and through the facilities of the Irrigation District;

WHEREAS, County and Irrigation district acknowledge and agree that the sale of irrigation water by the Irrigation District and the purchase of irrigation water by the County to irrigate the Park are in furtherance of a governmental function and service under the Act with regards to both parties;

WHEREAS, Irrigation District agrees to deliver such amount of water as determined and requested by the County necessary to irrigate the Park located within the boundaries of County Precinct No. 1; and

NOW, THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the Irrigation District, in consideration of the mutual covenants expressed hereinafter, hereby agree as follows:

1. The Irrigation District will provide the amount of water as determined and requested by the County to the Park located at 28312 FM 88, 2½ Miles North Of Monte Alto, Edcouch, Texas 78538.
2. County Precinct No. 1 Park staff/employees must only use the water purchased and supplied by the Irrigation District to irrigate approximately 30 acres of the Park.
3. The County agrees to pay a one-time pro-rated amount of \$402.00 for the remainder of year 2011 within thirty (30) days from the date the County receives an invoice from the Irrigation District. The term of this agreement shall commence from the date this agreement is approved by both the governing bodies of the County and the Irrigation District and shall terminate on December 31, 2011. This agreement may be renewed by the County on an annual basis. If the agreement is renewed and approved by the County for the following year, the County agrees to pay a one-time annual fee of \$800.00 effective January 1, 2012, payable within thirty (30) days from the date the County receives the invoice from the Irrigation District. If the Irrigation District wishes to adjust such \$800.00 amount in connection with a uniform adjustment to its water supply and delivery rates to all of its other existing water supply customers, the Irrigation District shall notify the County in writing, thirty (30) days before the expiration date of this agreement.
4. During the term of the Agreement, either Party may terminate this Agreement by giving the other party thirty (30) days written notice of such termination.

5. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
6. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
7. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing approved executed by County and Irrigation District, and not otherwise.
8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
9. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:

Hidalgo County
Attention: Ramon Garcia, County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

With a Copy to:

Hidalgo County Precinct No. 1
Attention: Joel Quintanilla, Commissioner Precinct 1
1902 Joe Stevens
Weslaco, Texas 78596

If to Irrigation District:

Delta Lake Irrigation District
Attention: Dale Murden
10370 Charles Green Road
Edcouch, Texas 78538

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

10. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
11. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
12. **Assignment.** This Agreement shall not be assignable.
13. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
14. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate
15. **Authority to Execute.** The execution and performance of this Agreement by County and Irrigation District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Irrigation District in accordance with its terms.
16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Irrigation District. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

DELTA LAKE IRRIGATION DISTRICT

By: _____
Dale Murden, President

ATTEST:

Neal Galloway, Secretary

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: 07/19/2011